

BID DOCUMENTS

*DUBOIS PARK LANDSCAPE  
RENOVATION*

*IFB 2015-42*

For



**Town of Bluffton  
Beaufort County, South Carolina**

June, 2015

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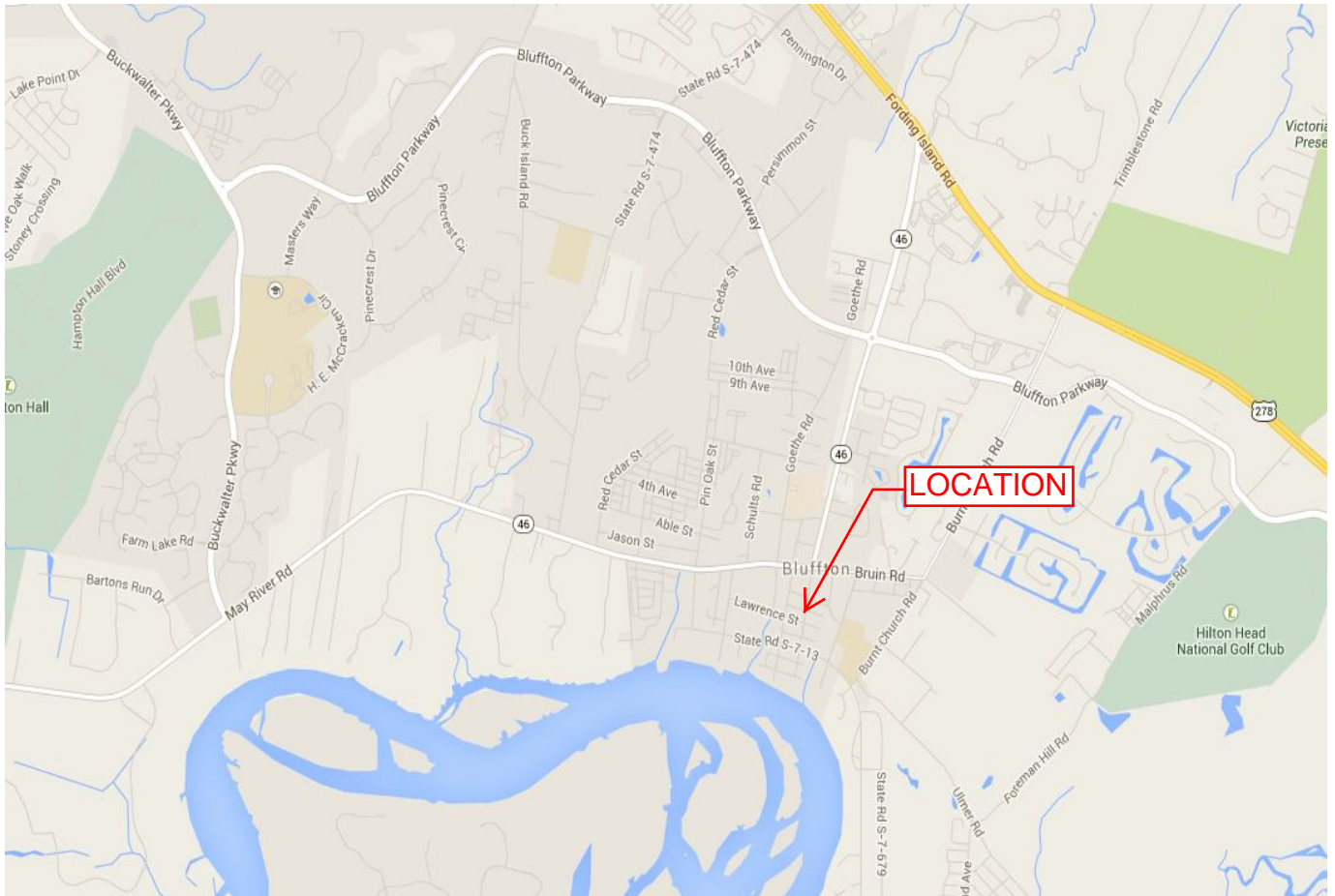
## **PROJECT SUMMARY**

The Town of Bluffton proposes to renovate the landscaping and hardscape to its existing Dubois Park located at 67 Lawrence Street, Bluffton SC 29910. In the recent years we have seen an increase in use by the local residents and visiting tourists. The proposed renovations will greatly improve the facilities aesthetics and use of the playground and Pavilion amenities.

The general scope of the improvements includes the following:

1. Selective underbrushing and finegrading
2. Addition of walkways, brick columns and timber curb
3. New site furnishings and plantings
4. Improvements to the existing irrigations and landscape lighting

## LOCATION MAP





NOTICE TO CONTRACTORS AND  
INVITATION/ADVERTISEMENT FOR BIDS

Sealed bids will be received by the Town of Bluffton for the Dubois Park Landscape Renovation, and they are due by 1:30 p.m. (Local Time) on June 8, 2015 at Town Hall, P.O. Box 386, 20 Bridge Street, Bluffton, South Carolina (29910) at which time they will be publicly opened and read. Bids shall be clearly marked as **IFB 2015-42 Dubois Park Landscape Renovation** and offerors shall submit one (1) original and four (4) copies by the stated deadline.

The work under this Contract will consist generally of the following:

- 4" Oyster shell aggregate concrete walks
- Five brick columns to match existing
- 160 lf of 8"x8" Timber curbing
- Four 6' Madison benches
- Game table and chairs (Alternate bid item)
- New plantings
- Improvements to the existing irrigation system
- Additional uplights and path lights w/ electrical

The complete IFB and Plans are posted in the Business/Bid Opportunities section of the Town's website at [www.townofbluffton.sc.gov](http://www.townofbluffton.sc.gov). All questions regarding this solicitation should be emailed to Gerry Díaz at [gdiaz@townofbluffton.com](mailto:gdiaz@townofbluffton.com), or faxed to his attention at 843-706-4533. All questions, related answers and addendums will be posted in the same location as the IFB is posted as they come in, so that any revised information will be available to all participating Offerors.

Bidders on this Work will be required to comply with the President's Executive Order No. 11246 and Order No. 11375 which prohibit discrimination in employment regarding race, creed, color, sex or national origin.

Bidders must comply with Title VI of the Civil Rights Act of 1964, the Anti-Kickback Act, the Contract Work Hours and Safety Standards Act, and 40 CFR 33.240.

Bids must be signed by an official of the company authorized to bind the offeror, and it shall contain a statement that the proposed price is good for a period of at least ninety (90) days from the Bid opening date.

The Town reserves the right to refuse any or all bids and to waive any technicalities and formalities. The Town reserves the right to negotiate with all qualified offerors. The Town may cancel this solicitation in part or in its entirety if it is in the Town's best interest to do so.

This solicitation does not commit the Town to award a contract, or to pay for any cost incurred in the preparation of your bids, or to procure or contract for any articles of goods or services.

The Town does not discriminate on the basis of race, color, national origin, sex, religion, age or disability in employment or in the provision of goods or services.

#### BIDDERS TO INVESTIGATE:

Bidders are required to submit their proposals upon the following conditions, which shall apply to and become part of every bid received, for example:

Each Bidder must satisfy himself and form his own opinion by personal examination of the location and ground of the proposed work, and by such other means as he may desire, as to the actual conditions and requirements of the work, including the materials to be excavated must make his own interpretations and satisfy himself by his own investigations and research regarding labor and materials needed, and shall make his bid in sole reliance thereon. Any information or data furnished by the Owner or its employees for the convenience of any bidder is not guaranteed.

#### FORM OF AGREEMENT:

Form of Agreement will be on the enclosed Form in the Bid Documents.

#### AWARD:

The Owner's intent is to make an award within funds available to the lowest responsible bidder furnishing satisfactory performance surety.

The Owner reserves the right to reject any or all bids and to waive technicalities and informalities.

The Owner reserves the right to select the alternates to be used in determining the lowest bid. If such bid exceeds available funds, the Owner may reject all bids. The Owner will decide which is the lowest qualified bidder, and in determining such bidder, the following elements will be considered for each bidder:

- a. Maintains a permanent place of business.
- b. Has adequate plant, equipment and personnel to perform the work properly and expeditiously.
- c. Has suitable financial status to meet obligations incident to the work.
- d. Has appropriate technical experience.
- e. Has acceptable construction schedule.

Awards shall be made only to responsive and responsible contractors who possess the ability or have access to resources to perform successfully under the terms and conditions of proposed procurement. Consideration must be given to such matters as contractor integrity, compliance with public policy, record of past performance, financial, and technical resources.

CONTRACTOR TO BE SATISFACTORY TO OWNER:

The Contract will not be awarded to any bidder or bidders who have failed in any contractual obligations to the Owner, or who have on any previous contract performed in a manner unsatisfactory to the Owner, either as to the character of the work, the fulfillment of guarantees or the time consumed in its completion.

## BID PROPOSAL

TOWN OF BLUFFTON  
P.O. BOX 386  
BLUFFTON, SOUTH CAROLINA 29910

ATTENTION: MR. GERRY DIAZ  
PROJECT MANAGER

PROJECT TITLE: DUBOIS PARK LANDSCAPE RENOVATION

SUBMITTED BY: \_\_\_\_\_

Gentlemen:

Having carefully examined the Plans, Specifications and other Contract Documents relating to the project, dated June 2015 (See Special Conditions, Section 1.4, for latest revision dates.) and Addendum No.(s) , and also having carefully inspected the premises and the conditions affecting the work, the undersigned hereby proposes and agrees to furnish all materials, labor skill, equipment, tools and other things of every kind and description specified, needed or used for the complete execution of all work covered by and in conformity with the aforesaid Plans, Specifications and other Contract Documents prepared by Town of Bluffton (hereinafter called the Owner ) and all Amendments and Addenda thereto, for the sums hereinafter stated.

### SCHEDULE OF BID PROPOSAL:

Bidder must fill in quantities and unit prices in figures, make extensions of each item and total as indicated. Also include proposed construction schedule with completion date. For complete information concerning these items, see Plans.



**Landscape Unit Price Schedule****DUBOIS PARK LANDSCAPE RENOVATION - Town of Bluffton****Prepared by:****DATE: 4/29/2015**

NO.	ITEM	QUANT/UNIT	UNIT PRICE	EXTENSION
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**LANDSCAPE EARTHWORK & DEMOLITION**

1.	Spray and remove grass and weeds in proposed plant bed and paving areas	xxxx SF	@ \$_____	\$_____
2.	Selectively underbrush vines and small tree saplings along northwestern boundary. Remove and dispose of debris off site.	ALLOW LS	@ \$_____	\$_____
3.	Remove and relocate one pet waste station to other location on site TBD	ALLOW LS	@ \$_____	\$_____
4.	Remove existing light pole and security light	NIC NIC	@ \$0.00	\$0.00
5.	Fine Grading in all proposed plant bed areas (including required soil amendments in plant beds)	xxxx SF	@ \$_____	\$_____

**GENERAL CONSTRUCTION**

6.	4" Oyster Shell Aggregate Concrete Walks	204 SF	@ \$_____	\$_____
7.	4" Oyster Shell Aggregate Concrete Pads at base of existing arbor/swings (5' x 7' each)	140 SF	@ \$_____	\$_____
8.	Brick Columns to match existing	5 EA	@ \$_____	\$_____
9.	8 x 8 timber curb (stacked 2 high, excavate so that the bottom timber is installed flush with existing grade and top timber is all above grade. secure timbers with #4 rebar at 4' o.c.)	160 LF	@ \$_____	\$_____

**SITE FURNISHINGS**

10.	Bench: 6' Madison Bench manufactured by the Bench Factory 1-866 941-2116	4 EA	@ \$_____	\$_____
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**PLANT MATERIALS****Trees**

11.	Camellia Japonica 'Kumasaka or equal' Japanese Camellia 42"-48" ht., 15 gal. min.	2 EA	@ \$_____	\$_____
12.	Ilex hybrida Oak Leaf Oak Leaf Holly, 6'-7' ht. min., B&B	2 EA	@ \$_____	\$_____
13.	Sabal palmetto Sabal palm, 12'-14' ht., BR, booted	15 EA	@ \$_____	\$_____

## Shrubs

14.	Azalea indica 'GG Gerbing' GG Gerbing Azalea, 24" min. ht., 7 gal. min.	21 EA	@	\$ _____	\$ _____
15.	Azalea indica 'GL Tabor' GL Tabor Azalea, 24" min. ht., 7 gal. min.	12 EA	@	\$ _____	\$ _____
16.	Buxus microphylla 'Green Beauty' or equal Green Beauty Jap Boxwood, 15" min., 7 gal	40 EA	@	\$ _____	\$ _____
17.	Camellia sasanqua (Espalier on trellis) Espaliered Camellia, 42" ht., 24'-30" sp. 7 gal. min.	3 EA	@	\$ _____	\$ _____
18.	Clereya japonica Japanese Cleyera, 30"-36" ht., 7 gal. min.	6 EA	@	\$ _____	\$ _____
19.	Cycas revoluta Sago Palm, 24" min., 7 gal. min.	3 EA	@	\$ _____	\$ _____
20.	Hydrangea macrophylla Endless Summer or equal Endless Summer Hydrangea, 24" min., 7 gal. min.	16 EA	@	\$ _____	\$ _____
21.	Ilex cornuta burfordii nana Dwarf Burford Holly, 24"-30", ht., 7 gal. min.	17 EA	@	\$ _____	\$ _____
22.	Loropetalum chinense 'Ever Red' Ever Red Lorpetalum, 30"- 36" ht., 7 gal. min.	20 EA	@	\$ _____	\$ _____
23.	Podocarpus macrophylla 'Pringles' Dwarf Pringles Podocarpus, 18"-24" ht., 7 gal. min.	64 EA	@	\$ _____	\$ _____

## Groundcovers / Grasses / Annuals / Perennials

24.	Dryopteris eeryhrosora Aumumn Fern, 12"-15" ht., 3 gal. min.	53 EA	@	\$ _____	\$ _____
25.	Dietes iridiodes African Iris, 15"-18" ht., 3 gal. min.	58 EA	@	\$ _____	\$ _____
26.	Liriope muscari 'Emerald Goddess' Emeral Goddess Liriope, 10" - 12" ht., 1 gal min.	1,142 EA	@	\$ _____	\$ _____
27.	Liriope species, 'Aztec Grass' Aztec Grass, 10" - 12" ht, 1 gal mini.	194 EA	@	\$ _____	\$ _____
28.	Muhlenbergia cappilaris Pink Muhly Grass, 15"-18" ht., 3 gal. min.	34 EA	@	\$ _____	\$ _____
29.	Mixed Perennials 1 gallon - Selections approved by Owner	134 EA	@	\$ _____	\$ _____
30.	Spartina hybrid bakerii Backerii Cordgrass, 15"-18" ht., 3 gal min.	29 EA	@	\$ _____	\$ _____
31.	Trachleospermum jasminoides Confederate Jasmine, 15"-18" ht., 3 gal, on stake	9 EA	@	\$ _____	\$ _____

- |     |  |        |   |          |          |
|-----|--|--------|---|----------|----------|
| 32. | Cynodon dactylon 'Celebration'<br>Celebration Bermuda Grass                      | 550 SF | @ | \$ _____ | \$ _____ |
| 33. | Color Guard Shreaded Hardwood Mulch<br>(Dark Brown Shreaded Mulch - 3" coverage) | 80 CY  | @ | \$ _____ | \$ _____ |

## IRRIGATION

34. Irrigation System - (100% coverage for all new plantings (Automatic system, complete and install. Spray irrigation in groundcover beds and drip drip for trees and shrubs) 9,200 SF @ \$\_\_\_\_\_ \$\_\_\_\_\_

## ELECTRICAL

- |     |   |       |     |         |         |        |
|-----|---|-------|-----|---------|---------|--------|
| 35. | Miscellaneous Electrical Hook - up for specified landscape lighting system (Tie into existing panel, wiring, transformers, controls, photo cell, etc) | 1 LS  | @   | \$_____ | \$_____ |        |
| 36. | Tree Mounted- Oak Tree (Vista TR-2216-B-NL) (Retrofit with 7W LED, Warm, 60d Spread)  | 5 EA  | @   | \$_____ | \$_____ |        |
| 37. | Inground Uplights- Palms (Vista GW-5271-B-LF6SP) (Retrofit 7w LED, Warm,15d Spot)   | 10 EA | @   | \$_____ | \$_____ |        |
| 38. | Path Lights - Phillips/Hadco IWBC4 - H Bollard with xenon lamps   | 6 EA  | @   | \$_____ | \$_____ |        |
| 39. | Column Light (Vista SL-4261-bsn-W-LED-Group B)  | 4 EA  | @   | \$_____ | \$_____ |        |
| 40. | Street Light to match existing (Standard Sheppard's Crook SCE&G fixture to match Town of Bluffton)  | NIC   | NIC | @       | \$0.00  | \$0.00 |

**TOTAL.....**                     

**ALTERNATE:**

- Alternate #1 Game Table and Chairs 1 LS @ \$ \_\_\_\_\_ \$ \_\_\_\_\_  
 Timberform 2942-3636-E table with 4 Timberform  
 2941-20-E chairs and 2095 board (Evergreen in  
 color, complete and installed)

**TOTAL ALTERNATE.....**\_\_\_\_\_

For and in consideration of the sum of \$1.00, the receipt of which is hereby acknowledged, the Undersigned agrees that this proposal may not be revoked or withdrawn after the time set for the opening of bids but shall remain open for acceptance for a period of ninety days following such time.

In case he be notified in writing by mail, telegraph, or delivery of the acceptance of the Proposal within ninety days after the time set for the opening of bids, the Undersigned agrees to execute within ten days a Contract (Form of Agreement between Contractor and Owner) for the work for the above stated compensation.

The Town Manager or his designee may terminate this contract in whole or in part at any time for the convenience of the Town. If the contract is terminated for the convenience of the Town, the Town will pay the Contractor for costs incurred to that date of termination.

This Agreement has been made and entered into in the State of South Carolina, and the laws of South Carolina shall govern the validity and interpretation of this Agreement in the performance due hereunder.

**TOWN OF BLUFFTON AGREEMENT**  
**Contract Number 2015-42**

**COUNTY OF BEAUFORT**

**STATE OF SOUTH CAROLINA**

**THIS AGREEMENT** is made the 9th of June, 2015 between \_\_\_\_\_ (hereinafter called "Contractor") and the **Town of Bluffton** (hereinafter called "Town"), a municipal corporation organized and existing under the laws of the State of South Carolina.

**WHEREAS**, the Town desires to do renovation landscaping work and improvements at the DUBOIS PARK;  
and

**WHEREAS**, the Town and Contractor desire to enter into an Agreement wherein the Contractor shall provide such services as set forth herein below:

**NOW, THEREFORE**, for and in consideration of the mutual promises, undertaking and covenants set forth herein, the receipt and sufficiency of which are acknowledged and affirmed by the Town and the Contractor, the parties hereto agree as follows:

1. Services/Schedule: The Contractor shall perform services per the attached scope of work and schedule in "Attachment 1".
2. Deliverables: The deliverables resulting from execution of the above mentioned work shall be:
  - *Five brick columns to match existing*
  - *160 lf of 8"x8" Timber curbing*
  - *Four 6' Madison benches*
  - *4" Oyster shell aggregate concrete walks*
  - *Game table and chairs (Alternate bid item)*
  - *New plantings*
  - *Improvements to the existing irrigation system*
  - *Additional up-lights and path lights w/ electrical*
3. Fees: The total cost of these services shall be \$\_\_\_\_\_ per "Attachment 2".
4. Invoicing: The Contractor shall send invoices to the Town of Bluffton, PO Box 386 Bluffton, SC 29910, Attn: Gerry Díaz. The invoice should reference contract number 2015-42 Approved invoices shall be paid within 30 days upon receipt of invoice.
5. General Terms and Conditions:
  - a. The contractor is required to maintain appropriate levels, in the Town's sole opinion, of insurance for general liability, auto liability, professional liability, and workers compensation coverage. The contractor must provide the Town with a Certificate of Insurance for each that names the Town as an additional insured. The contractor is required to immediately contact the Town should any change to these policies occur during the course of the performance of this contract. Failure to maintain these policies is grounds for termination.
  - b. Work will commence at NOTICE TO PROCEED and expire upon completion and acceptance of the project. All deliverables, whether goods, services, supplies, or other, shall become the property of the Town. Any deliverables that may be provided in hard copy and electronic form, such as drawings, plans, specifications, reports, or other, shall be provided in such formats and orientations as required by the Town.
  - c. Contractor shall be licensed to perform the work including, but not limited to, a current Town of Bluffton Business License and any required State of South Carolina license.

- d. Contractor shall comply with the most current Federal and State of South Carolina Laws and Regulations, including but not limited to, Fair Labor Standards Act and Occupational Safety and Health Administration guidelines.
- e. In the event the Contractor is required to hire Sub-Contractors, those Sub-Contractors must be appropriately licensed by the Town of Bluffton. The Contractor must provide the Town with a list of all Sub-Contractors and to immediately notify the Town of any changes. Use of non-licensed Sub-Contractors is grounds for termination.
- f. The Town Manager or his designee may terminate this contract in whole or in part at any time for the convenience of the Town. If the contract is terminated for the convenience of the Town, the Town will pay the Contractor for costs incurred to that date of termination.
- g. Should any part of this Agreement be rendered void, invalid or unenforceable by a court of law, such a determination shall not render void, invalid or unenforceable any other part of this Agreement.
- h. This Agreement has been made and entered into in the State of South Carolina, and the laws of South Carolina shall govern the validity and interpretation of this Agreement in the performance due hereunder.
- i. This Agreement may not be modified nor any additional work performed unless such modification or work is approved in writing and signed by both parties. The Contractor may not assign this contract without the prior written approval of the Town.
- j. The Contractor shall defend, indemnify, and hold harmless the Town, its officers, directors, agents, and employees from and against any and all actions, costs, claims, losses, expenses, and/or damages, including attorney's fees, whether incurred prior to the institution of litigation, during litigation, or an appeal arising out of or resulting from the conduct of any activity hereby authorized or the performance of any requirement imposed pursuant by this Agreement, however caused or occasioned, unless caused by the willful misconduct or gross negligence of the Town.
- k. In the event the Town has to proceed to litigation to protect or enforce its rights, the Town shall be entitled to recover its reasonable attorney fees and costs.
- l. Unless otherwise specified in this Agreement, Contractor shall provide a one (1) year warranty for the work performed hereunder, with said time to be measured from the date of final acceptance of the work by the Town.
- m. The parties hereto intend that no master/servant, employer/employee, or principal/agent relationship will be created by the Agreement. Nothing contained herein creates any relationship between the Town and Contractor other than that which is expressly stated herein. The Town is interested only in the results to be achieved under this Agreement. The conduct and control of the Contractor's agents and employees and methods utilized in fulfilling its obligations hereunder shall lay solely and exclusively with the Contractor. The contractor's agents or employees shall not be considered employees of the Town for any purpose. No person employed by the Contractor shall have any benefits, status, or right of employment with the Town

**IN WITNESS WHEREOF**, the parties hereto affixed their signatures hereto the date first written hereinabove.

*CONTRACTOR NAME*

TOWN OF BLUFFTON

Date: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Position: \_\_\_\_\_

Position: \_\_\_\_\_

Witnesses: \_\_\_\_\_

Witnesses: \_\_\_\_\_

Witnesses: \_\_\_\_\_

Witnesses: \_\_\_\_\_

Attachments:

- 1.
- 2.





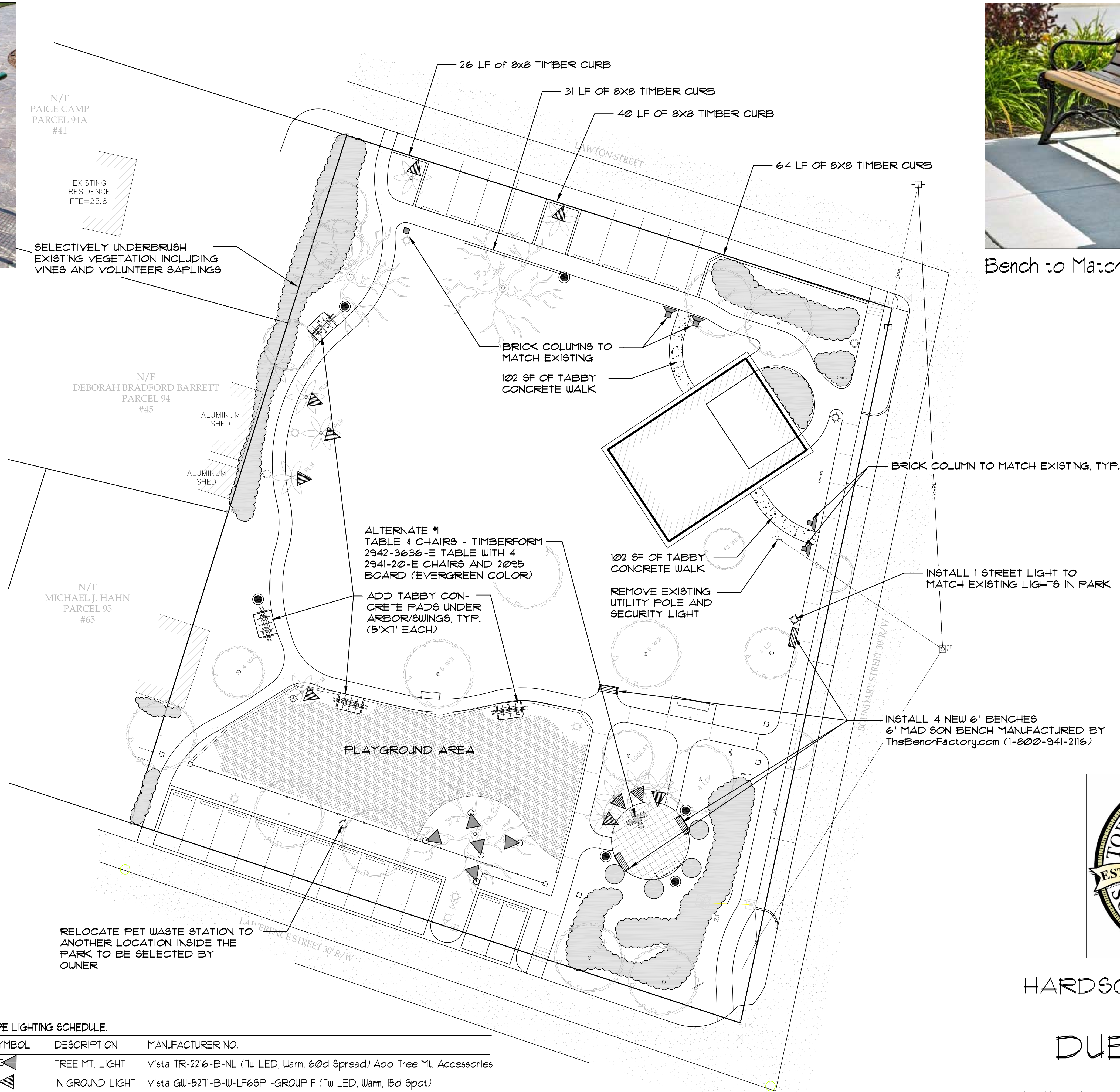




Alternate #1 TimberForm Table and Chairs



Brick Columns to Match Existing



Bench to Match Town Bench Standard



# HARDSCAPE RENOVATION FOR DUBOIS PARK

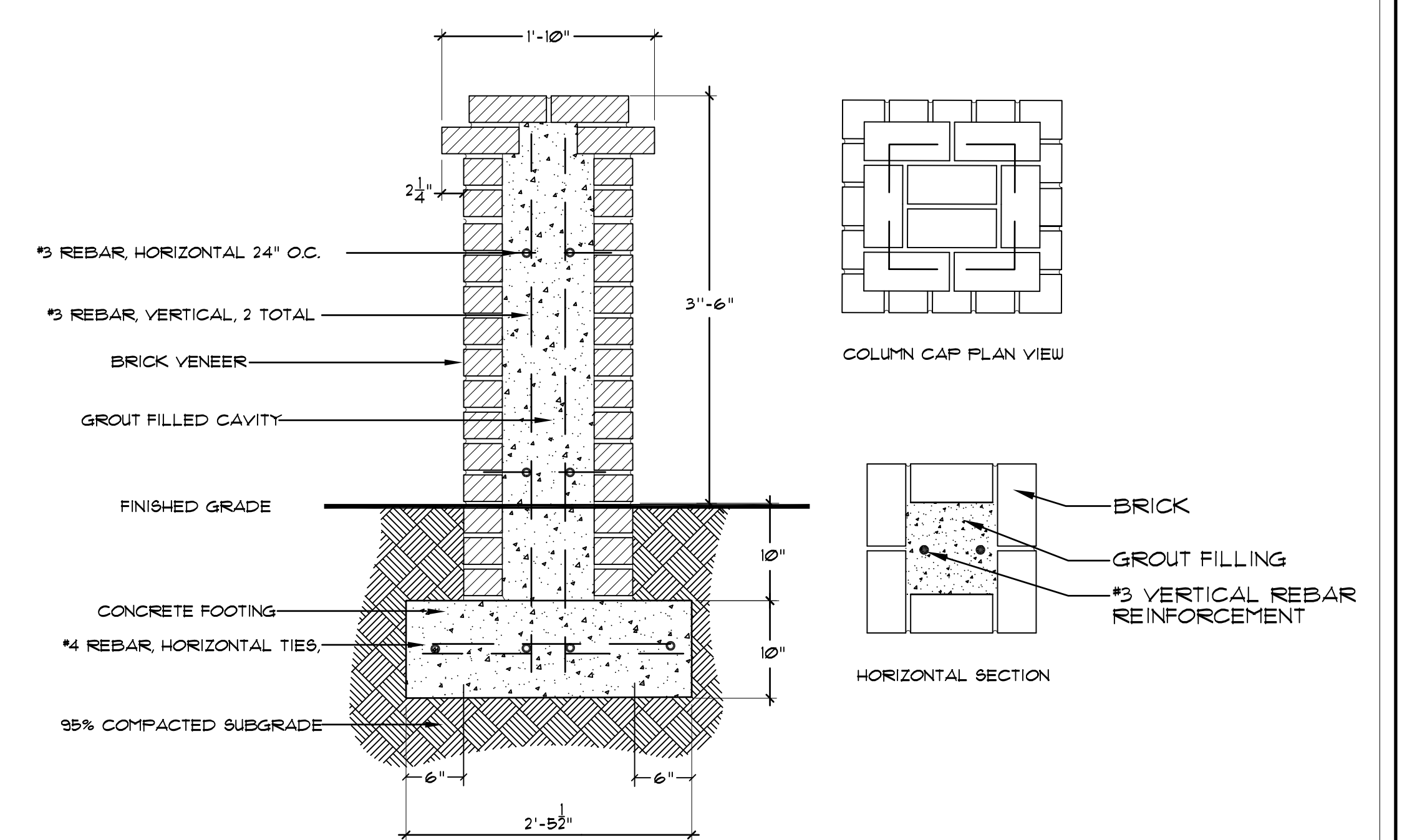
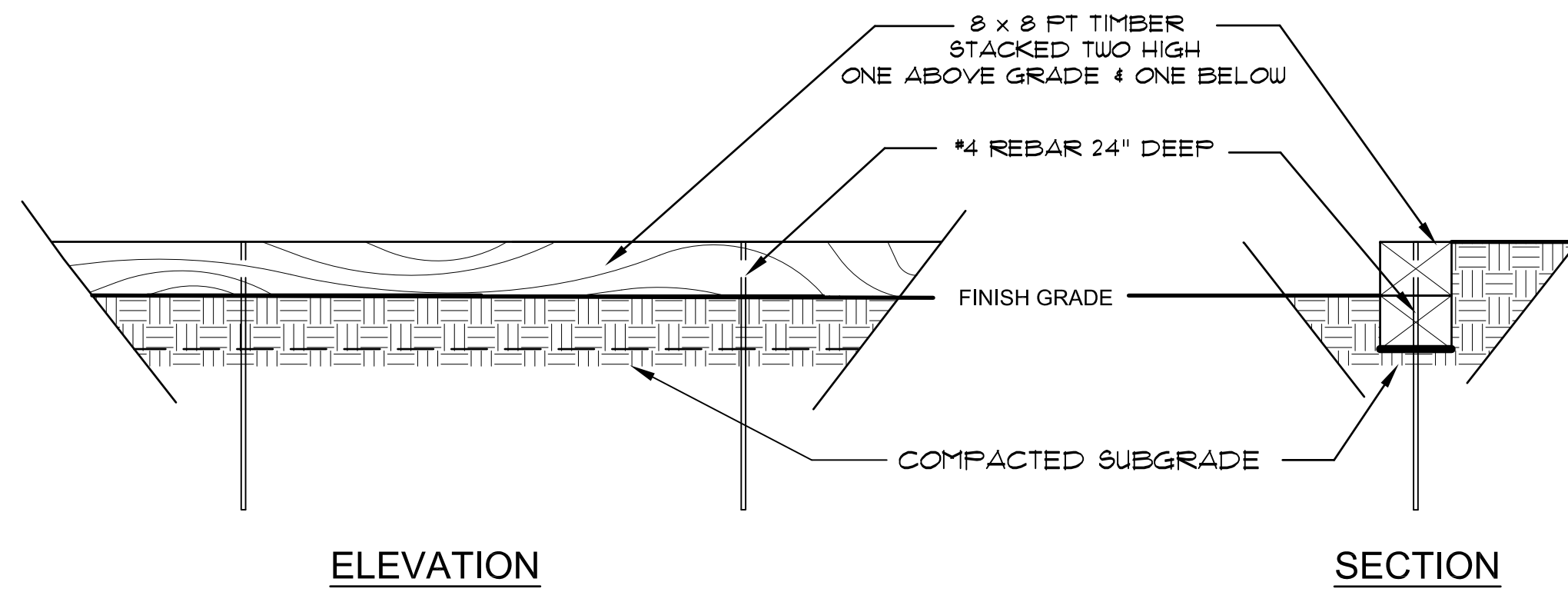
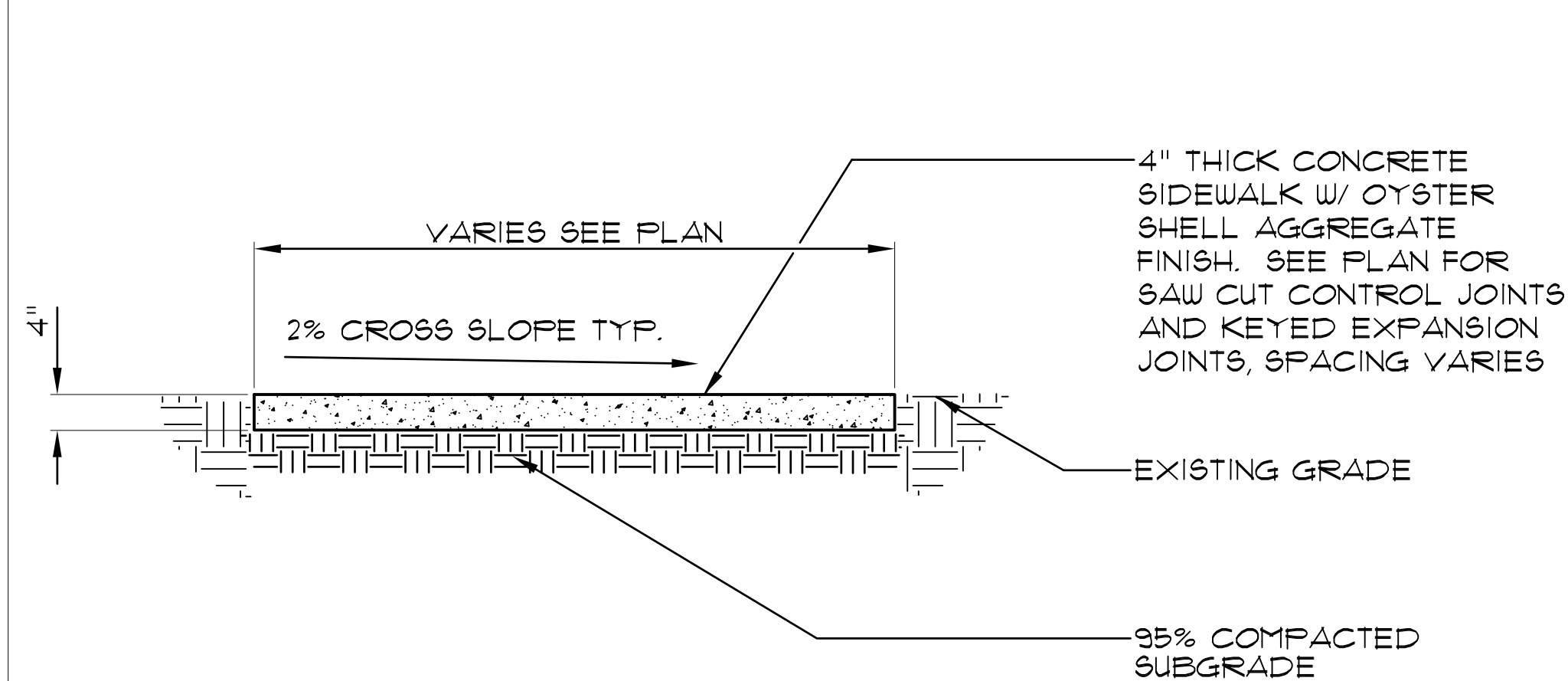
PREPARED FOR:  
THE TOWN OF BLUFFTON, SC  
APRIL 29, 2015

## HARDSCAPE & LIGHTING PLAN



LANDSCAPE LIGHTING SCHEDULE.			
QUAN.	SYMBOL	DESCRIPTION	MANUFACTURER NO.
5		TREE MT. LIGHT	Vista TR-2216-B-NL (7w LED, Warm, 60d Spread) Add Tree Mt. Accessories
10		IN GROUND LIGHT	Vista GW-5271-B-W-LF68P -GROUP F (7w LED, Warm, 15d Spot)
6		PATH LIGHT	Phillips Hadco IWBC4-H Bollard with Low Voltage Xenon Lamp
4		COLUMN LIGHT	Vista SL 4261-B9N-W-LED-Group B-W





### 1 OYSTER SHELL AGGREGATE CONCRETE WALK

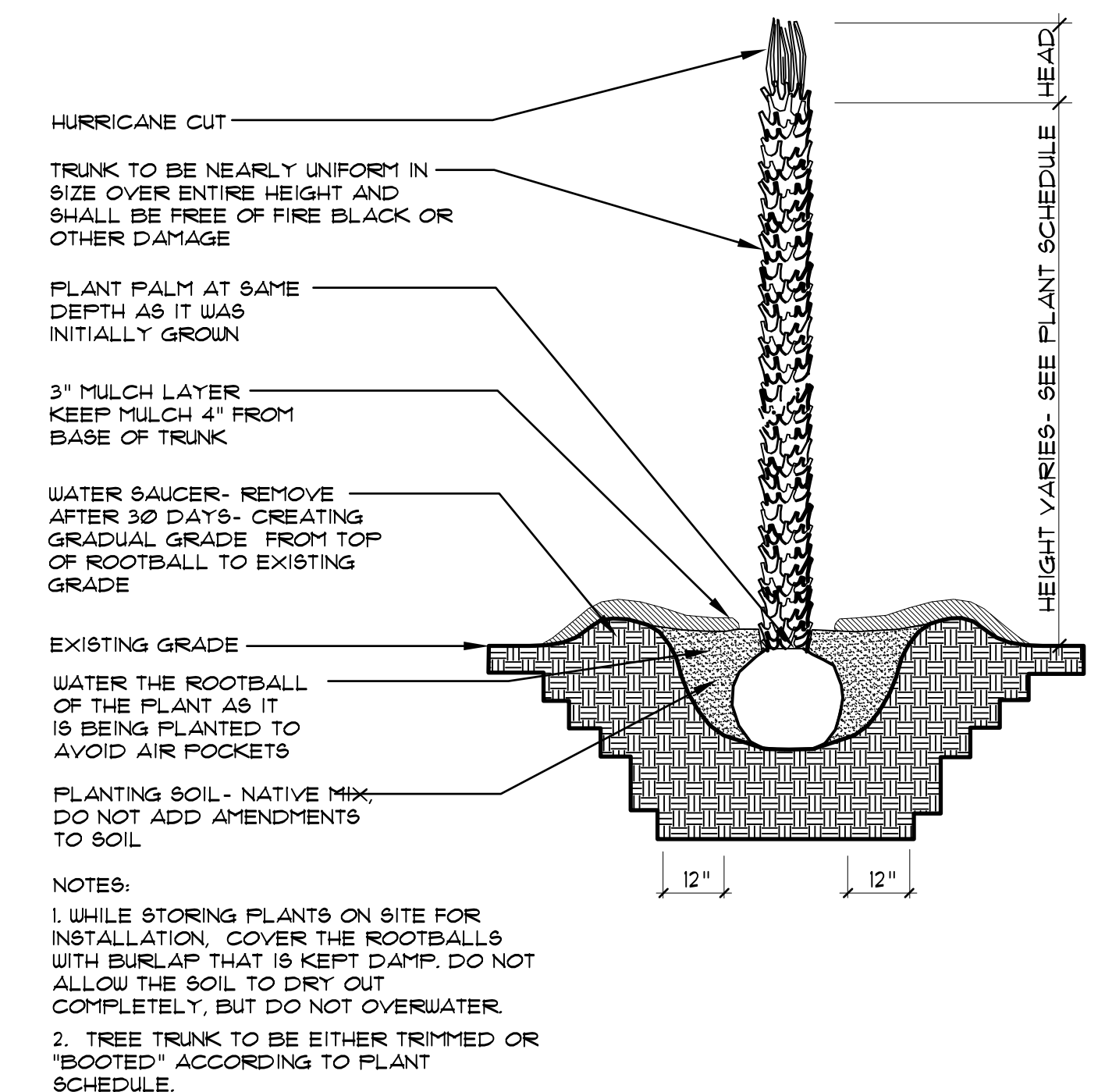
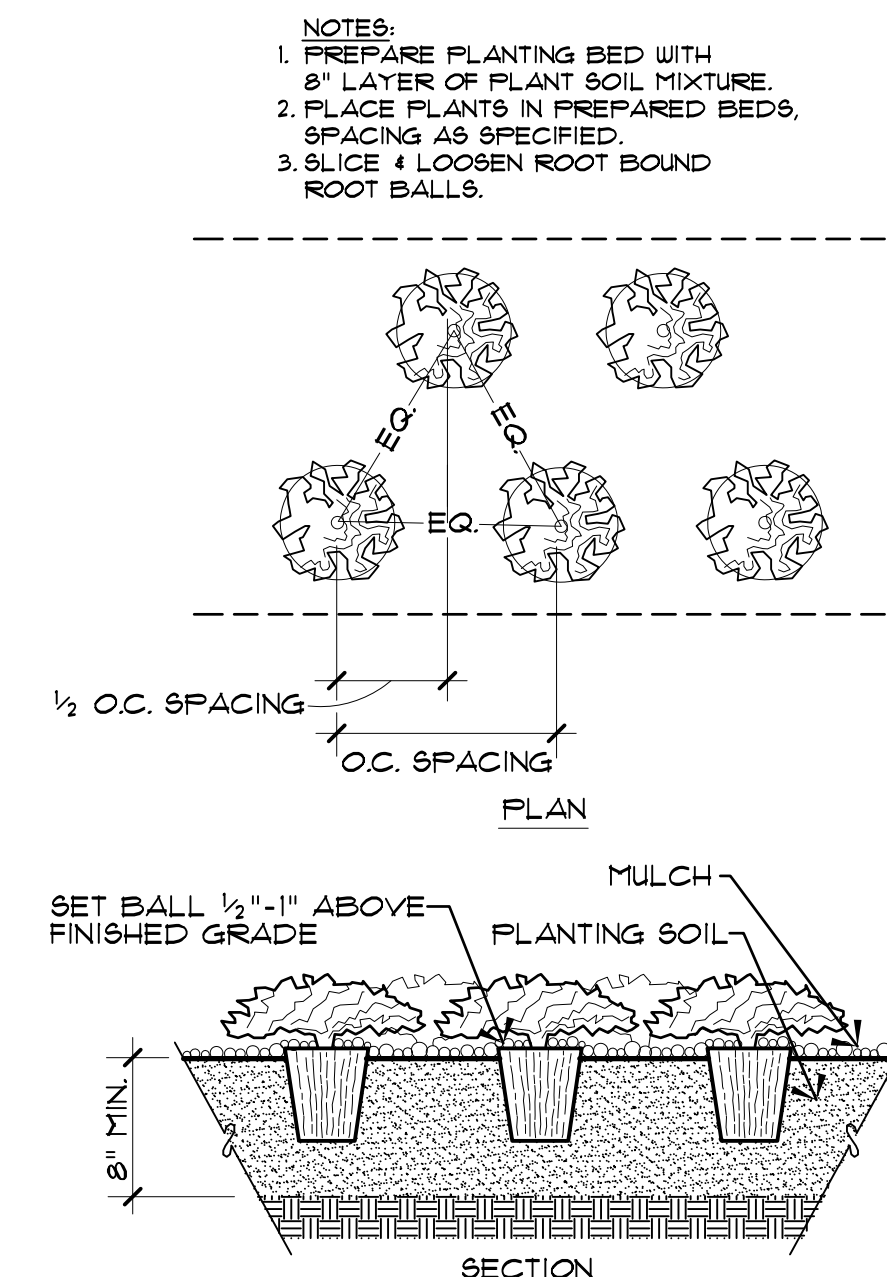
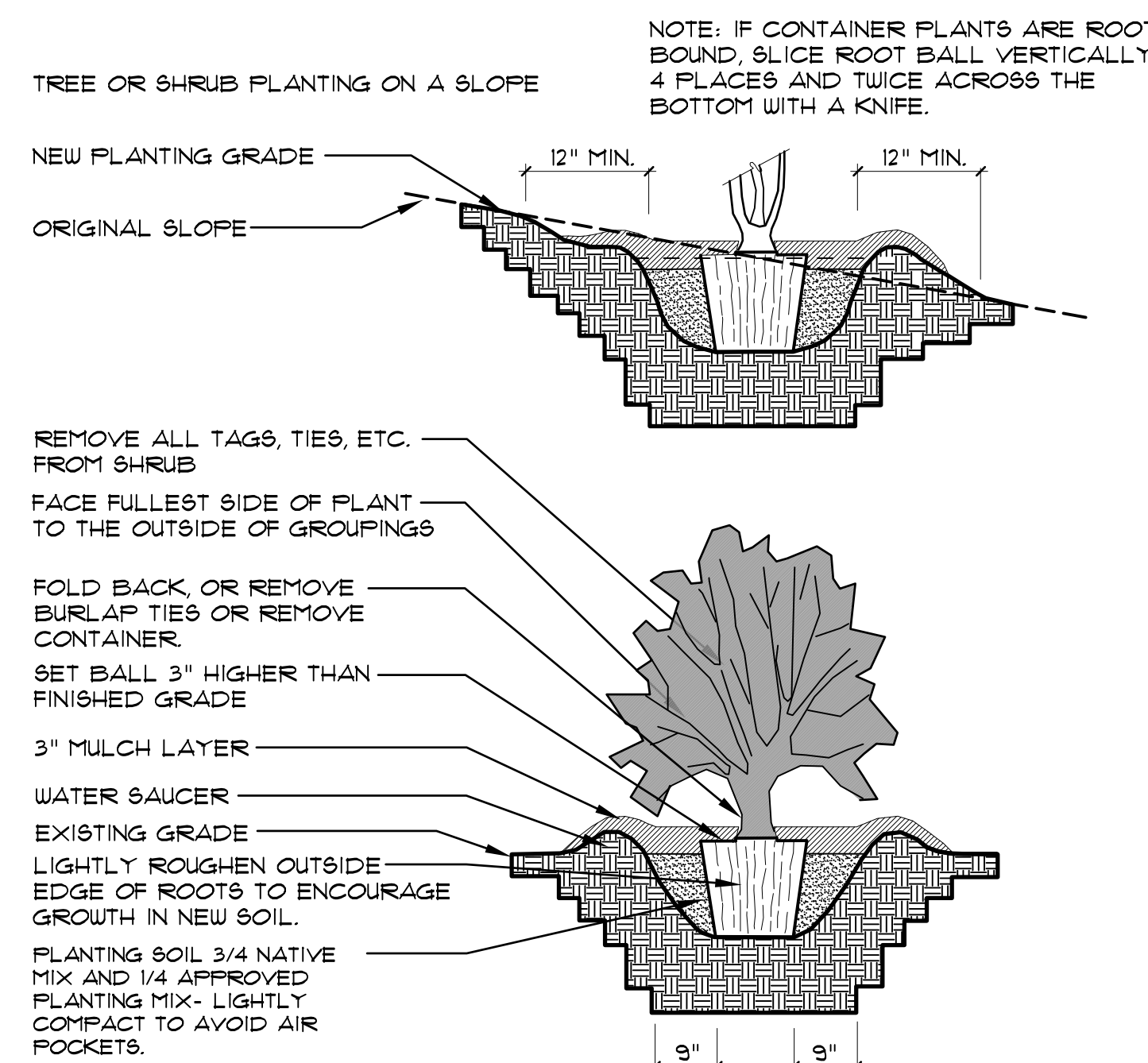
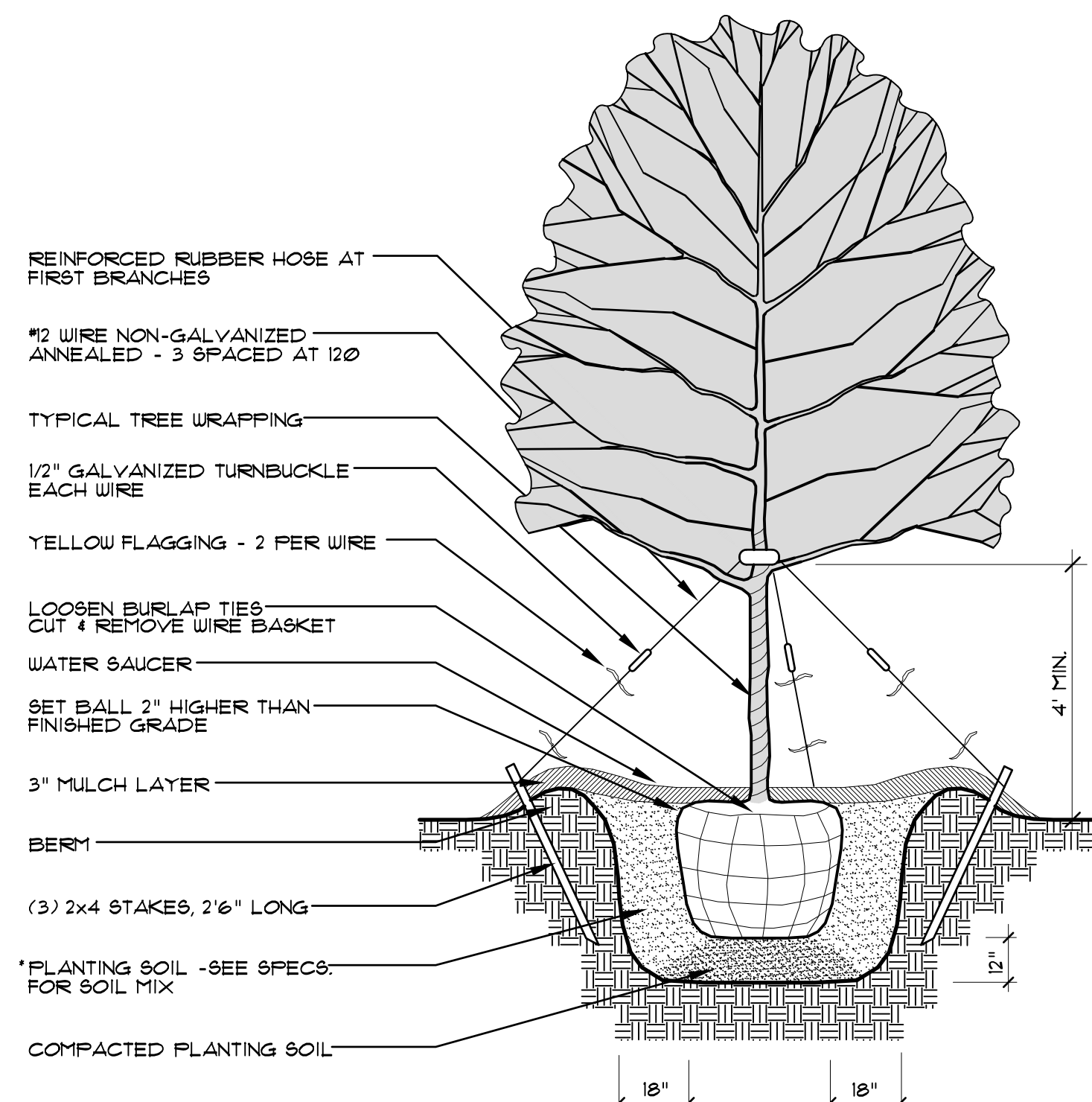
3 SCALE: 3/4" = 1' - 0"

### 2 TIMBER CURB / RETAINING WALL

3 SCALE: 3/4" = 1' - 0"

### 3 BRICK COLUMN (Match Existing Column Dimensions)

3 SCALE: 1" = 1' - 0"



### 4 TREE PLANTING

3 SCALE: NTS

### 5 SHRUB PLANTING

3 SCALE: NTS

### 6 GROUNDCOVER PLANTING

3 SCALE: NTS

### 7 PALM TREE PLANTING

3 SCALE: NTS



TREE MT. LIGHTS



IN GROUND UP LIGHTS



PATH LIGHT



COLUMN LIGHT



DETAILS AND PHOTOS  
FOR  
DUBOIS PARK



**GENERAL & SPECIAL  
CONDITIONS**  
(Dubois Park Landscape Renovation)

## **PART 1 - GENERAL**

**1.1. OWNER:** The term "Owner" as used in the Contract Documents is defined as TOWN OF BLUFFTON. The Owner will be responsible for construction inspections. All Shop Drawings will be reviewed and approved by the Owner.

**1.2. RESPONSIBILITY OF CONTRACTOR:** Upon award of the Contract, the Contractor will execute the Contract and is obligated to proceed under the terms of the Contract and fulfill all elements of the Contract in a manner satisfactory to the Owner.

It is the responsibility of the Contractor to read through the Drawings, Project Specifications, and Contract Documents thoroughly. Failure to do so is considered as negligence on the part of the Contractor and the Owner shall not be responsible for Contractor disregard.

**1.3. SCOPE OF WORK:** The "work" under this contract includes the furnishing of all plant, labor, materials, equipment, and all items and services of every nature whether particularly mentioned or not that will be required to complete the construction of the Project.

**1.4. GENERAL DRAWINGS AND SPECIFICATIONS:** The general Drawings and Specifications referred to in the Contract Documents and elsewhere are those described below, all of which were prepared by the Town of Bluffton, and bear various titles as shown below, and dated (4-29-15). Refer to Cover Sheet of the Project Drawings for Project Location Map.

### **PROJECT DRAWINGS:**

#### **SHEET    DRAWING TITLE**

- 1. LANDSCAPE PLAN**
- 2. HARDSCAPE PLAN**
- 3. DETAIL SHEET**

The Contractor shall carefully check all Drawings and advise the Owner if any errors or omissions are discovered. The Contractor shall not take advantage of any errors or omissions as full instructions will be furnished by the Owner should any errors or omissions be discovered. Contractor shall notify the Owner immediately if additional dimensions and/or layout information is needed for the Project. The Owner will provide additional information as needed.

**1.5. OWNER FURNISHED MATERIALS AND EQUIPMENT:** Materials and equipment, indicated on the drawings as "Not in Contract" and "Not Included in Contract" will be furnished and installed by Owner, unless specified otherwise hereinafter.

**1.6. LIGHTS AND POWER:** The Contractor shall furnish all temporary light and power, including all wiring, lamps and miscellaneous equipment required for the completion and inspection of the work. The Contractor will pay all costs for power used in the execution of the work, including electrical permits, fuel, etc.

**1.7. WATER:** Contractor will furnish and pay all cost for water used in the execution of the work, and shall provide any temporary water line required. A daily supply of fresh potable water shall be provided by the Contractor for the workers.

**1.8. TEMPORARY HEAT:** The Contractor shall provide temporary heat as he feels is required for construction purposes and to protect and dry all work during cold weather. The Contractor shall pay for all cost of all temporary heat required during construction.

**1.9. TOILETS:** The Contractor shall provide and pay for all temporary toilet facilities. At least one toilet facility per 15 workmen shall be provided and maintained at least twice a week or as required by State or local regulations but in no case shall be less than the previously- mentioned requirements of this paragraph.

**1.10. LINES, GRADES, AND MEASUREMENTS:** The Contractor will establish his own working lines and grades from the basic reference lines, benchmarks, and coordinates supplied by Engineer and shall be responsible for accuracy of the same. The Contractor shall notify the Owner immediately if additional dimensions, spacings, and/or layout information are needed for proper completion of the Work as determined by the Contractor.

**1.11. SUBMITTALS:** The Contractor shall submit to the Owner a complete schedule of data on materials and equipment to be incorporated in the work (as required). Submittals shall be supported by descriptive material, such as catalogs, cuts, diagrams, performance curves and charts published by the manufacturer, to show conformance to specification and drawings requirements model numbers alone shall not be acceptable.

Each individual submittal item for materials and equipment shall be marked to show Specification Section and paragraph number which pertains to the item.

The purpose of shop drawing submittals is to demonstrate to the Owner that the Contractor understands the design concept. The Owner's review of such drawings, schedules, or cuts shall not relieve the Contractor from responsibility for deviation from drawings or Specifications unless he has, in writing, called the Owner's attention to such deviation at the time of submission, and has received from the Owner, in writing, permission for such deviations. This includes planting material substitutions.

At the completion of all construction and subsequent modifications, the Contractor shall prepare and deliver to the Owner copies of all previously submitted preliminary and shop drawings, each modified to include all subsequent additions and revisions that were made during construction. This said copy will be identified as AS-BUILT SHOP DRAWINGS.

The Contractor shall not order any material until the submitted detail drawings have been reviewed. If the Contractor departs from this procedure for his own convenience, such departure shall be at his own risk and expense, if any. The Contractor shall also give the Owner notice, stating the quantity of material ordered and the location.

**1.14. PAYMENT:** The Contractor shall provide progress payments, less retainage, will be made monthly based on an estimate made by the Contractor and confirmed by the Town of Bluffton Representative of the work completed. Payment requests will be submitted to the Owner for processing and payment.

**1.14.a PROJECT CLOSE-OUT AND FINAL PAYMENT:** The following documents should be completed prior to requesting/submitting for final payment:

- a. 100% project completion
- b. Final project inspection and approval
- c. Asbuilt record drawings
- d. Labor and material payment release letter (If applicable)
- e. All pertinent local and State agencies sign-offs

**1.15. SCHEDULING:** All construction must be coordinated with the Owner and must be completed by the date specified in the **Notice to Proceed**. Deviation from the agreed-upon construction schedule may only take place with written permission from the Owner. A Notice to Proceed will be issued after award of Contract for the Project.

At the Pre-Construction meeting, the Contractor shall submit a Schedule of activities and cost on each bid item with starting and completion dates for each major activity on each item.

**1.16. AMBIGUITIES:** In the event of any ambiguities arising in the Contract, the Contract Documents will take precedence over these Special Conditions.

**1.17 INSURANCE REQUIREMENTS:** Contractor shall provide Certificates of General Liability Insurance with minimum limit of \$1,000,000 and Workers Compensation Insurance in accordance with current State regulations. The Owner (Town of Bluffton) shall be named as Additional Insureds.

Contractor shall also be required to carry Builders Risk insurance for the Project.

Additionally, any coverage that may not be specified but is required by the type of work involved with this project shall be provided / carried by the Contractor.

**1.18 RETAINAGE:** A retainage of 10% shall be withheld on all progress payments for all completed work for the Project.

**1.19 SITE SECURITY:** It will be the Contractor's responsibility to provide security at the Project Site at all times throughout the duration of the Project.

**1.20 SAFETY:** All aspects of Safety for the Project (including workers, inspectors, pedestrians and bystanders using park amenities, etc.) throughout the duration of the Project shall be the responsibility of the Contractor.

**Note: Park playground area and other amenities will be in use during construction hours. The contractor shall keep area safe at all times and constantly monitor safety measures and coordinate work accordingly with this in mind. (Expect more public presence during farmers market day every thursday).**

## **PART 2 – PRODUCTS**

**2.01. GENERAL:** All products are to be of the type specified, or if unspecified, shall meet the minimum industry or local standards. Substitution of specified products shall not be made without prior written approval of the Owner.

**2.01.a MATERIALS ON SITE:** The Contractor will be required to submit a laydown area plan for materials he plans to store on site. The storage area shall be enclosed to keep materials safe from theft and for public safety reasons. All materials should be stored according to their ASTM listing/guidelines for said materials.

## **PART 3 - EXECUTION**

**3.1. EXISTING UTILITIES AND STRUCTURES:** The locations of all underground and overhead lines and structures may not be shown on the plans. The Contractor shall be responsible for locating all underground utility lines and structures before digging. Other underground utilities or structures may be in place. The Contractor shall make every effort to locate other possible unknown utility lines by use of an electronic pipe finder, or other means he may prefer, and shall excavate and expose all existing underground lines in advance of any trenching, or digging. This Contractor will be held responsible for the workmanlike repair of any damage done to any utilities or amenities during work under this contract. The Contractor shall familiarize himself with the existing conditions and be prepared to adequately care for and safeguard himself, the public and the Owner from damage.

**3.2. DAMAGES DURING CONSTRUCTION:** The Contractor shall hold the Owner and the owners agent harmless from any damages resulting from his work obstructing or interfering with any existing utilities, or violation of normal industry operating or safety standards.

**3.3. RIGHT-OF-WAY:** The necessary land for the construction of the work will be furnished by the Owner. The Owner will provide no right-of-way over other property. The Contractor shall take every possible precaution to inconvenience as little as possible the owners or tenants of adjacent property. Public road access shall not be obstructed in such a way as to inhibit traffic flow. The Contractor shall take notice of any utility easements on the site. The Contractor shall, at his own expense, repair any damage or injury to either public or private property during the progress of the work.

**3.4. ACCESS ROADS:** Streets, roads, and drives used by the Contractor for access to and from the site of his work shall be protected from damage in excess of that caused by the normal traffic of vehicles used for or in connection with the construction work. Any such damage shall be repaired immediately and left in good condition at the end of the construction period.

**3.5. UTILITIES:** The Contractor shall make his own arrangements for all temporary utilities required for the work (see Paragraphs 1.07, 1.08, and 1.09). Contractor shall pay for all temporary utilities including fees and permits if necessary.

**3.6. REMOVAL OF OBSTRUCTIONS:** The Contractor may, with the Owner's consent, remove obstructions to his operations, but they shall be removed and replaced at the Contractor's expense.

**3.7. RESTORATION OF DISTURBED AREAS:** All areas disturbed by, during, or remaining as a result of construction activities shall be restored to their original or better condition.



**3.8. PROTECTIVE WORK:** The Contractor shall furnish and install all necessary temporary measures for the protection of the work, including barricades, warning signs, and flashing lights at night.

**3.9. EMERGENCY WORK:** The Contractor shall at all times (night, weekends, or holidays) have a responsible man available whom the Owner may contact in case of emergency repairs. Upon notification of any emergency work necessary, the Contractor's representative shall immediately take steps to make such repairs. Contractor shall supply name, address, and phone number to the Owner and Engineer at the pre-construction meeting.

**3.10. CLEANING UP:** At completion, remove all surplus materials and other debris resulting from work. Leave entire site in satisfactory, acceptable, broom-clean condition.

**3.11. VERIFICATION:** Contractor to verify that alignment gradients and elevations are correct. Commencement of work means acceptance of existing conditions.

**3.12 PERMITS:** Contractor shall meet the requirements of applicable local, state, and federal agencies. If Contractor is stopped or altered in construction activities due to non-compliance with permit conditions, no additional cost for work stoppage shall be paid by Owner. All permits shall be kept on site by the Contractor. Contractor shall not commence work unless he has obtained all permits required for this work from the Owner and any required agencies.

Contractor shall be responsible for acquiring any/all building permits required for this Project.

**3.13 WEATHER:** Contractor shall evaluate work requirements with normal weather conditions for the appropriate time of construction. No time extensions will be granted for bad weather conditions that are normal for this project time period.

**3.14 WORKING HOURS:** Working hours shall be Monday through Saturday, 7:00 AM till 7:00 PM unless otherwise modified in writing by the Owner.

**3.15 PROTECTION OF PERSONS AND PROPERTY:** The Contractor shall exercise every precaution to prevent injury to persons or damage to property while performing his work. It shall be the responsibility of the Contractor to resolve any and all claims concerning damage to private property as a result of his activities.

**3.15a ADJUSTMENT OF DISCREPANCIES:** In all cases of discrepancies between the various dimensions and details shown on drawings, or between the drawings and these specifications, the more expensive construction shall be estimated before construction is started the matter shall be

submitted to the Owner for clarification. Without such a decision, discrepancies shall be adjusted by the Contractor at his own risk and in settlement of any complications arising from such adjustment the Contractor shall bear all of the extra expense involved.

**3.15.b TESTING:** All tests/inspections shall be the responsibility of the Contractor. Testing shall be conducted as required in the various sections of these specifications, in accordance with ASTM Standards.

**3.16 ENVIRONMENTAL PROTECTION MEASURES:** Environmental protection of the site environs during construction is vital. The Contractor shall comply with whatever measures are necessary to minimize oil or petroleum spills, soil erosion and siltation, and air pollution caused by his operation. The Contractor shall also comply with the applicable regulations and Best Management Practices of all legally constituted authorities relating to erosion control, and pollution prevention and control. The Contractor shall keep himself fully informed of all such regulations which in any way affect the conduct of the work, and shall at all times observe and comply with all such regulations. In the event of conflict between such regulations and the requirements of the specifications, the more restrictive requirements shall apply.

**3.17 OBSERVATION:** The Town of Bluffton Representative will visit the Project, evaluate schedule and production, and by observation satisfy themselves that the project is being performed in substantial compliance with Contract Documents. The presence of the Town Representative shall not relieve the Contractor of responsibility for the proper execution of the work in accordance with the specifications.

**3.17.a PROJECT MANAGEMENT:** The Contractor shall schedule and coordinate the work of the Contractor and all subcontractors and others involved to maintain the accepted progress schedule. His duties shall also include the planning of the work, the scheduling of ordering and delivery of materials, and checking and control of all work under this Contract. Construction schedules shall be submitted to the Owner for review prior to the start of any work. Schedules shall be verified or updated at the owner's request on a monthly basis.

The Contractor shall be responsible for complete supervision and control of his subcontractors as though they were his own forces. Notice to the Contractor shall be considered notice to all affected subcontractors.

The Contractor shall appoint a qualified representative to act as the Project Coordinator, or Superintendent, who shall be responsible for coordinating all work and providing liaison with the Owner. The Project Coordinator or Superintendent shall, in addition, plan the work, schedule the ordering and delivery of materials, and check and control the various phases of the construction of all work under this Contract. The Project Coordinator or Superintendent shall, in all matters, represent the Contractor at the sites of the work in the absence of a Corporate Officer or Principal of the firm.

The Project Coordinator or Superintendent shall not be changed without Owner's approval unless the project Coordinator or Superintendent proves to be unsatisfactory to the Contractor and ceases to be in his employ.

**3.17.b MAINTENANCE DURING CONSTRUCTION:** The Contractor shall maintain the work area from the beginning of construction operations until final acceptance of the project. Special care should be taken to maintain work area safe during weekends and other non-work days. This maintenance shall constitute continuous and effective work prosecuted day by day with adequate equipment and forces to the end that the site and structures thereon are kept in satisfactory condition at all times, including satisfactory signing or marking as appropriate and control of traffic where required by use of traffic control devices as required by the State in which this project is located. Upon completion of the work, the Contractor shall remove all construction signs and barriers before final acceptance of the Project.

**3.18 PRE-CONSTRUCTION CONFERENCE:** A Pre-construction Conference will be arranged by the Owner after award of Contract and before commencement of work. The Owner will notify the Contractor of time and date for meeting. At this conference, the Contractor shall be oriented with respect to the Owner's procedures and lines of authority, contractual, administrative, and construction matters. The Contractor shall submit, prior to the Pre-construction Conference, a schedule for completion and such other documentation that may be required to assure that the project will be completed in accordance with all Contract conditions and documents.

**END OF SECTION**